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**AGREEMENT BETWEEN**  
**THE PAULSBORO BOARD OF EDUCATION**  
**and**  
**THE PAULSBORO ADMINISTRATOR'S ASSOCIATION**  
**for**  
**1991-92/1992-93**

## **ARTICLE I: RECOGNITION**

1. A. The Paulsboro Administrator's Association, hereafter called
2. the Association, recognizes the Board of Education of Paulsboro
3. hereafter called the Board, as the representative of the government
4. of the State of New Jersey charged with the responsibility under
5. the law of operating public schools in the Borough of Paulsboro.
6. B. In accordance with Chapter 123, P.L. 1974, the Board hereby
7. recognizes the Association as the exclusive and sole represen-
8. tative for collective negotiations concerning grievances and
9. terms and conditions of employment for all principals and
10. assistant-principals employed by the Board, but not excluding
11. all other employees.
12. C. Further, it shall be understood by both parties that the term
13. "Administrator's" as used in this agreement shall refer only to
14. the district's principals and assistant-principals.

## **ARTICLE 2: NEGOTIATION OF SUCCESSOR AGREEMENT**

15. A. The parties agree to enter into collective negotiations for a
16. successor agreement in accordance with Chapter 123, P.L.
17. 1974, in a good faith effort to reach agreement on all matters
18. concerning the terms and conditions of principals and
19. assistant-principals employment. Such negotiations shall
20. begin in accordance with the rules and regulations of the
21. Public Employment Regulations Commission in the calendar
22. year preceding te calendar year in which this agreement
23. expires. Any agreement so negotiated shall be reduced to
24. writing, signed by the Board and Association, ratified by
25. the Association and be adopted by the Board by a majority
26. vote at a public meeting.
27. B. This Agreement shall not be modified in whole or in part
28. by the parties except by an instrument in writing duly
- executed by both parties.

## **ARTICLE 2 cont'd.:**

1. C. The Board and the Association agree to work cooperatively to
2. implement the Agreement herein set forth within all applicable laws of the State of New Jersey.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

3. A. A "grievance" shall mean a complaint by a principal or
4. assistant-principal of the Paulsboro School System that
5. there has been to him a personal loss because of a violation,
6. misinterpretation, or inequitable application of the specific
7. provisions of this contract. A grievance, to be considered
8. under this procedure, must be initiated by the aggrieved
9. person within fifteen (15) calendar days of its occurrence.

### **PROCEDURE**

10. A. All meetings and hearings under this procedure shall be
11. conducted in private and shall include only interested parties
12. directly involved in the grievance and/or their designated
13. or selected representatives.
14. B. Any employee who has a grievance shall discuss it first with
15. his immediate supervisor in an attempt to resolve the matter
16. informally at that level.
17. C. If as a result of the discussion the matter is not resolved
18. to the satisfaction of the employee within five (5) school days,
19. he shall set forth his grievance in writing to his immediate
20. supervisor specifying:
  21. 1. the nature of the grievance, including specific clause
  22. alleged to be violated,
  23. 2. the nature and extent of the loss,

**PROCEDURE cont'd.:**

1. 3. the results of previous discussions,
2. 4. his dissatisfaction with decisions previously rendered,
3. 5. redress sought.
4. D. Level One - Immediate Supervisor
5. If as a result of the discussion the matter is not resolved
6. to the satisfaction of the grievant within seven (7) working
7. days, he shall set forth his grievance in writing to the immedi-
8. ate superior specifying the nature of the grievance.
9. The immediate superior shall communicate his decision to the
10. grievant in writing within seven (7) work days of receipt of
11. the written grievance.
12. E. Level Two - Superintendent of Schools
13. The grievant, no later than seven (7) work days after receipt
14. of the immediate superior's decision, may appeal this decision
15. to the Superintendent of Schools. The appeal to the Superin-
16. tendent must be made in writing reciting the matter submitted
17. to the immediate superior as specified above and his dissatis-
28. faction with the decisions previously rendered. The Superin-
29. tendent shall attempt to resolve the matter as quickly as
30. possible, but within a period not to exceed ten (10) work days.
31. The Superintendent shall communicate his decision in writing
32. to the grievant and the immediate superior below the
33. Superintendent.
34. F. Level Three - Board of Education
35. If the grievance is not resolved to the grievant's satisfaction,
36. he, no later than seven (7) work days after the receipt of the
37. Superintendent's decision, may request a review by the Board
38. of Education. The request shall be submitted in writing through

1. the Superintendent, who shall attach all related papers and
2. forward the request to the Board of Education. The Board,
3. or a Committee thereof, shall review the grievance and shall
4. at the option of the Board, hold a hearing with the grievant and
5. render a decision in writing within thirty (30) calendar days
6. of receipt of the grievance by the Board.
7. G. If the employee is dissatisfied with the decision of the Board
8. of Education, the Association may, on the employee's behalf,
9. request the appointment of an arbitrator, such request to be
10. made known to the Superintendent no later than five (5) school
11. days after the decision in writing of the Board of Education was
12. made known to the employee or his representative.
13. Within ten (10) school days after such written notice of
14. submission to arbitration, the Board and the Association
15. shall attempt to agree upon a mutually acceptable arbitrator
16. who shall obtain a commitment from said arbitrator to serve.
17. If both parties are unable to agree upon an arbitrator, or
18. to obtain such a commitment within the specified period,
19. a request for a list of arbitrators may be made to the American
20. Arbitration Association by either party. The parties
21. shall then be bound by the Rules and Procedures of the American
22. Arbitration Association in the selection of an arbitrator.
23. The arbitrator shall limit himself to the issues submitted to
24. him and shall consider nothing else. He can add nothing to, nor
25. subtract anything from the agreement between the parties.
26. The recommendations of the arbitrator will be binding on both
27. parties. This shall be accomplished within thirty (30) days of
28. the completion of the arbitration hearings.

### COSTS

29. a. Each party will bear the total cost incurred by themselves.
30. b. The fees and reasonable expenses of the arbitrator are the
31. only costs which will be shared by the two parties, and such
32. costs will be shared equally.

1. c. Effort will be made to hold arbitration hearings at a convenient
2. time and place for all interested parties. In the event a hearing
3. is mutually scheduled during the regular work day, a grievant
4. shall suffer no loss in pay or paid leave.

### **RIGHT TO REPRESENTATION**

5. G. Rights of Administrators to representation will be as follows:
6. Any grievant may be represented at all stages of the grievance
7. procedure by himself, or, at his option, by (a) representative(s).
8. An attorney selected and approved by the Association may only
9. be used at grievant's option at level 3 and thereafter.
10. When a grievant is not represented by the Association in the
11. processing of a grievance, the Association shall, at the time of
12. the submission of the grievance to the Superintendent or at any
13. later level, be notified that the grievance is in process, and have
14. the right to be present and present its position in writing at all
15. hearing sessions held concerning the grievance, and shall receive
16. a copy of all decisions rendered.

### **MEETINGS and HEARINGS**

17. H. No meeting or hearing conducted under this procedure shall be public.

### **PROCEDURE**

18. I. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
19. b. The time limits at any step may be extended by mutual agreement of the parties.

1. c. It is understood that principals and assistant-principals
2. shall, during and notwithstanding the pendency of any
3. grievance, continue to observe all assignments and applicable
4. rules, regulations and policies of the Board until such
5. grievance and any effect thereof shall have been fully
6. determined.

#### **ARTICLE 4: ADMINISTRATIVE WORKLOAD**

7. A. All Administrators will be entitled to fifteen (15) holidays
8. and twenty (20) vacation days. Of the vacation days five (5)
9. days must be taken during the Christmas and/or Easter break.
10. The remaining fifteen (15) vacations days are to be taken
11. upon approval of the Superintendent and those which cannot
12. be taken during Christmas or Easter are to be taken upon
13. approval of the Superintendent.
14. B. The work day for administrators during the Summer months
15. shall be from 8:00 A.M. to 3:00 P.M.

#### **ARTICLE 5: SICK LEAVE**

16. A. All Administrators will receive twelve (12) sick days per
17. year.

#### **ARTICLE 6: TEMPORARY LEAVES OF ABSENCE**

18. A. As of the beginning of each school year Administrators shall
19. be entitled to the following temporary non-cumulative leaves
20. of absence with full pay each school year.
21. 1. Personal - three (3) days' leave of absence for personal,
22. legal, business, household, or family matters which require
23. absence during working hours. Application to the Superin-
24. tendent of Schools for personal leave shall be made at
25. least five (5) days before taking such leave (except in the
22. case of emergencies) and the applicant for such leave
23. shall be required to state the reason for taking such leave
24. in accordance with the above language.

## **ARTICLE 6: TEMPORARY LEAVES OF ABSENCE cont'd.:**

1.           2. Any portion of unused personal days shall be converted to
2.           accumulated sick days at the end of each school year.
3.           3. Legal - time necessary for appearances in any legal
4.           proceeding connected with the Administrator's work, or
5.           with the school system.
6.           4. Death - when death in the immediate family (parent,
7.           spouse's parent, child, brother, sister, spouse, grandparent ,
8.           spouse's grandparent, sister-in-law, brother-in-law, or
9.           other relative(s) occurs, the administrator may be allowed
10.          up to five (5) days leave with pay.
11.          5. Pay upon retirement will be \$55.00 for each sick day
12.          accumulated up to 150 days. The payment for sick days
13.          applies only to those days earned as an employee of the
14.          Paulsboro Board of Education. Staff members shall be
15.          eligible for remuneration of sick days in the year payment
16.          for TPAF benefits commence (this payment shall be at the
17.          rate in effect when the employee leaves Paulsboro Public
18.          Schools. Notification of retirement must be made to the
11.          Superintendent no later than the first week in November
19.          of the year preceding retirement. Failure to notify prior
20.          to deadline will result in payment the following fiscal year.
21.          6. Pay upon death, to the estate, any accumulated vacation
22.          days at the Administrator's daily rate of pay and any accum-
23.          ulated sick days at the rate and limits as set n Article 6,
24.          paragraph 5. The sick pay may be paid in the next budget
25.          year.

## **ARTICLE 7: INSURANCE**

26.   A.       Administrators shall receive any and all health and other
27.       insurance benefits granted to any other bargaining unit in
28.       in the Paulsboro School District.



## **ARTICLE 8: SALARY**

17. A. Effective July 1, 1989 the salaries for all Administrators  
18. covered by this Agreement shall be increased as follows:

19.	1990-91	\$5,000
20.	1991-92	\$5,000

## **ARTICLE 8: SALARY cont'd.:**

1. B. If payday falls on a holiday or vacation day, payment will be made  
2. on the immediately preceding workday.

3. C. All Administrators shall be notified of their employment status  
4. for the ensuing year no later than April 30th. When a contract is  
5. issued it shall include the Administrator's salary for the  
6. year pending any unresolved negotiations concerning salary.

## **ARTICLE 9: PROFESSIONAL GROWTH & DEVELOPMENT**

7. A. Administrator's requests to attend professional conferences  
8. and conventions shall first be reviewed by the Superintendent and  
9. then may be approved by the Board of Education. Expenses  
10. previously approved by the Board, incurred by members as a result  
11. of their attendance and participation in these conferences or  
12. conventions shall be paid by the school district. In all instances  
13. receipts for expenses must be provided. No more than one (I)  
14. elementary and one (I) high school Administrator may be approved  
15. for National conference attendance during any school year.

16. B. The Board shall agree to pay the professional dues of all Adminis-  
17. trators up to a maximum of \$450.00.

18. C. Administrators shall be eligible for any and all tuition costs  
19. granted to other bargaining units in the Paulsboro School  
20. Districts.

## **ARTICLE 10: EVALUATIONS**

### **RIGHT TO FULL KNOWLEDGE**

1. A. The Board and the Superintendent subscribe to the principle that
2. the Administrator has the right to full knowledge regarding the
3. Judgement of his superior to the effectiveness of his perfor-
4. mance.
5. B. The Board and the Superintendent subscribe to the principle
6. that the Administrator is entitled to receive such recommenda-
7. tions concerning his performance so as to assist the adminis-
8. trator to increase the effectiveness of his performance.

## **ARTICLE 10: EVALUATIONS cont'd.:**

9. C. Whenever an Administrator is required to appear before the
10. Superintendent, Board, or any committee or representative
11. thereof concerning any charge that will result in termination
12. of employment or withholding of an increment of that admin-
13. istrator, he shall be given at least five (5) work days prior
14. notice in written form of the reasons for such a meeting.

## **ARTICLE 11: MISCELLANEOUS PROVISIONS**

15. A. No information of any kind should be placed in an Administra-
16. tor's file unless prior conference with administrator is held.
17. B. The building administrator shall be consulted and given the
18. opportunity to make recommendations prior to the appointment
19. of all professional and non-professional personnel employed in
20. in the building.
21. C. Representatives of the Association shall be consulted
22. regarding the formulation of the school calendar prior to its
23. being adopted by the Board of Education.

1. D. Administrators shall have the opportunity to initiate  
2. suggested changes in curriculum and shall, if effected, have  
3. the opportunity to review changes in the curriculum prior to  
4. to their implementation.
5. E The Association may use school facilities and equipment,  
6. including typewriter, mimeograph machines, other duplicating  
7. equipment, calculating machines and all types of audio-visual  
equipment when such equipment is not otherwise in use. All  
9. equipment shall be operated by competent personnel within  
10. the school building in which it is located.
11. F. The Board and the Association agree that each has the right  
12. by law, without restraint, or coercion, to select its own  
13. representative for collective negotiations.
14. G If any provision of this Agreement is held to be contrary to  
15. law, then such provision or application shall not be deemed  
16. valid and subsisting, except to the extent permitted by law,  
17. but all other provisions or applications shall continue in  
18. force and effect.
21. H. Administrators shall be reimbursed for meal expenses, not to  
22. exceed \$200/year, in lieu of mileage when required to assume  
23. a duty beyond normal school hours. This will be paid to only  
24. the Administrator assigned to the events and will not be paid  
25. when the Administrator is attending a paid activity such as  
26. Alternative School. Vouchers for both mileage and meals are  
27. to be turned in quarterly.

#### **ARTICLE 12: FULLY BARGAINED CLAUSE**

28. A. Subject to the expressed terms of this Agreement and Chapter  
29. 123, Public Laws 1974, this Agreement represents and incor-  
30. porates the complete and final understanding and settlement  
31. by the parties of all bargainable issues which were or could  
23. have been the subject of negotiations. During the term of this  
32. Agreement, neither party will be required to negotiate with

1. respect to any such matter, whether or not covered by this
2. Agreement, and whether or not within the knowledge or
3. contemplation of either or both of the parties at the time
4. they negotiated or signed this Agreement.

**ARTICLE 13: DURATION**

1. A. This Agreement shall be effective as of July 1, 1991 and shall
2. continue in effect until June 30, 1993, subject to the
3. Association's right to negotiate over a successive Agreement
4. as provided in Article 2. This Agreement shall not be extended
5. orally and it is understood that it shall expire on the date
6. indicated.
7. B. In witness whereof, the parties hereto have caused this Agree-
8. ment to be signed by their respective Presidents and
9. Secretaries all on the day and year below written.

President, Board of Education

President, P.A.A.

Vice-President, Board of Education

Vice-President, P.A.A.

Secretary, Board of Education

Secretary, P.A.A.

Date: February 20, 1991